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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNIVERSAL CITY STUDIOS, INC.,

Plaintiff,

vs.

RKO GENERAL, INC., a corporation,
DINO DE LAURENTIIS CORPORATION, a
corporation, and RICHARD COOPER,

Defendants.

NO. CV 75-3526 R

ANSWER OF DEFENDANT DINO
DE LAURENTIIS CORPORATION
To Complaint,

Defendant Dino De Laurentiis Corporation, answering
for itself and no other defendant herein, admits, denies, and
alleges as follows:

1. Answering defendant admits the allegations of
paragraph 1.

2. Answering defendant has no information or belief
sufficient to enable it to answer the allegations contained in
paragraph 2 and, basing its denial on that ground, denies generally
and specifically each and every allegation contained therein,
except insofar as said matters are of public record.

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1 3. Answering the allegations contained in paragraph 3,
2 answering defendant is informed and believes and based thereon
3 alleges that defendant RKO General, Inc. ("RKO") is the successor
4 in interest to RKO Radio Pictures, Inc. Except as herein
5 specifically alleged, answering defendant has no information or
6 belief sufficient to enable it to answer the allegations contained
7 in said paragraph and, basing its denial on that ground, denies
8 generally and specifically each and every allegation contained
9 therein, except insofar as said matters are of public record.

10
11 4. Answering the allegations contained in paragraph 4,
12 answering defendant admits that it is a corporation organized
13 and existing under the laws of Delaware, that as of July 1, 1975,
14 it was qualified to do and was transacting business in the State
15 of California, and that its principal place of business is in the
16 County of Los Angeles. Except as herein specifically admitted,
17 answering defendant denies generally and specifically each and
18 every allegation contained in said paragraph.

19
20 5. Answering defendant has no information or belief
21 sufficient to enable it to answer the allegations contained in
22 paragraph 5 and, basing its denial on that ground, denies
23 generally and specifically each and every allegation contained
24 therein.

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26 6. Answering defendant has no information or belief
27 sufficient to enable it to answer the allegations contained in
28 paragraph 6 and, basing its denial on that ground, denies
29 generally and specifically each and every allegation contained
30 therein.

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1 7. Answering the allegations contained in paragraph 7,
2 answering defendant is informed and believes and based thereon
3 alleges that at all times material hereto, all copyrights and
4 other legal rights in and to the name, character, title, and
5 story "King Kong" are and were owned solely and exclusively by
6 defendant RKO, except insofar as they have been licensed by RKO.
7 Except as herein specifically alleged, answering defendant has
8 no information or belief sufficient to enable it to answer the
9 allegations contained in said paragraph and, basing its denial
10 on that ground, denies generally and specifically each and every
11 allegation contained therein, except insofar as said matters are
12 of public record.
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14 8. Answering defendant has no information or belief
15 sufficient to enable it to answer the allegations contained in
16 paragraph 8 and, basing its denial on that ground, denies
17 generally and specifically each and every allegation contained
18 therein.
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20 9. Answering defendant has no information or belief
21 sufficient to enable it to answer the allegations contained in
22 paragraph 9 and, basing its denial on that ground, denies
23 generally and specifically each and every allegation contained
24 therein, except insofar as said matters are of public record.
25

26 10. Answering defendant has no information or belief
27 sufficient to enable it to answer the allegations contained in
28 paragraph 10 and, basing its denial on that ground, denies
29 generally and specifically each and every allegation contained
30 therein, except insofar as said matters are of public record.
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1 11. Answering defendant has no information or belief
2 sufficient to enable it to answer the allegations contained in
3 paragraph 11 and, basing its denial on that ground, denies
4 generally and specifically each and every allegation contained
5 therein.
6

7 12. Answering the allegations contained in paragraph 12,
8 answering defendant is informed and believes and based thereon
9 alleges that at all times material hereto, all copyrights and
10 other legal rights in and to the name, character, title, and
11 story "King Kong" are and were owned solely and exclusively
12 by defendant RKO. Answering defendant further alleges that it
13 has entered an agreement with defendant RKO pursuant to which
14 RKO undertook to grant answering defendant and answering defendant
15 purchased an exclusive license to produce, sell, and distribute
16 a remake of RKO's motion picture photoplay entitled "King Kong."
17 Pursuant to said license, answering defendant claims said exclusive
18 rights to produce, sell, and distribute said photoplay. Except
19 as herein specifically alleged, answering defendant has no infor-
20 mation or belief sufficient to enable it to answer the allegations
21 contained in said paragraph and, basing its denial on that ground,
22 denies generally and specifically each and every allegation con-
23 tained therein.
24

25 13. Answering the allegations contained in paragraph 13,
26 answering defendant is informed and believes and based thereon
27 alleges that plaintiff has publicly announced its intention to
28 make a motion picture using the title and character "King Kong."
29 Except as herein specifically alleged, answering defendant has no
30 information or belief sufficient to enable it to answer the
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1 allegations contained in said paragraph and, basing its denial
2 on that ground, denies generally and specifically each and every
3 allegation contained therein.

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5 14. Answering the allegations contained in paragraph 14,
6 answering defendant claims and contends:

7
8 (a) That at all times material hereto, defendant
9 RKO claimed sole and exclusive ownership and copyright
10 in and to the name, character, title, and story "King
11 Kong," including the exclusive rights to produce, sell,
12 and distribute any remake of the motion picture photo-
13 play "King Kong";

14
15 (b) That at all times prior to commencement of the
16 instant action plaintiff admitted and relied upon RKO's
17 said exclusive ownership and copyright and based thereon
18 negotiated with RKO to purchase a license to said rights;

19
20 (c) That on or about May 9, 1975 RKO undertook to
21 grant answering defendant the exclusive right to produce,
22 sell, and distribute a remake of the motion picture
23 photoplay entitled "King Kong";

24
25 (d) That on or about May 30, 1975 plaintiff filed
26 Action No. C 125242 ("Action No. C 125242") in the
27 Superior Court for the State of California, County of
28 Los Angeles against both RKO and answering defendant,
29 which action admitted RKO's said exclusive ownership
30 and copyright described in subparagraph (a) hereinabove

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1 and which requested, inter alia, a declaration that RKO,
2 based upon its said admitted ownership and copyright,
3 had granted plaintiff an exclusive license to produce,
4 sell, and distribute a remake of said photoplay;
5

6 (e) That plaintiff is not entitled to infringe upon
7 or compete unfairly with RKO's said rights as described
8 in subparagraph (a) hereinabove in and to the motion
9 picture photoplay entitled "King Kong," including those
10 rights licensed to answering defendant as described in
11 subparagraph (c) hereinabove.
12

13 Except as herein specifically alleged, answering defendant denies
14 generally and specifically each and every allegation contained
15 in said paragraph.
16

17 FIRST AFFIRMATIVE DEFENSE
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19 15. For a first, separate, and affirmative defense
20 to plaintiff's complaint, answering defendant alleges that the
21 complaint fails to state facts sufficient to constitute a claim
22 against answering defendant upon which relief can be granted.
23

24 SECOND AFFIRMATIVE DEFENSE
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26 16. For a second, separate, and affirmative defense,
27 answering defendant is informed and believes and based thereon
28 alleges:
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1 (a) That in approximately 1963, plaintiff's
2 predecessor, Universal Pictures Company, Inc., negotiated
3 with and purchased from RKO's predecessor the exclusive
4 right and license to produce, sell, and distribute a
5 motion picture photoplay entitled "King Kong vs. Godzilla".
6

7 (b) That in approximately 1967 and 1968, plaintiff's
8 said predecessor negotiated with and purchased from
9 RKO's said predecessor the exclusive right and license
10 to produce, sell, and distribute two motion picture
11 photoplays entitled "King Kong vs. Godzilla" and "King
12 Kong Escapes";
13

14 (c) That in approximately April 1975, plaintiff
15 negotiated with RKO's agent to purchase the exclusive
16 right and license to produce, sell, and distribute any
17 remake of the motion picture photoplay entitled "King
18 Kong";
19

20 (d) That at all times mentioned herein plaintiff
21 claimed and still claims that on or about April 15, 1975
22 it entered into an oral agreement with defendant RKO
23 pursuant to which RKO allegedly granted plaintiff an
24 exclusive license to produce, sell, and distribute a
25 remake of the motion picture photoplay "King Kong";
26

27 (e) That on or about May 30, 1975 plaintiff filed
28 Action No. C 125242 in the Superior Court for the State
29 of California, County of Los Angeles against both RKO
30 and answering defendant, asserting, inter alia, breach
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1 and inducement of breach of said alleged oral contract
2 described in subparagraph (d) hereinabove;
3

4 (f) That at all times prior to commencement of
5 the instant action plaintiff admitted and relied upon
6 RKO's sole and exclusive ownership and copyright in
7 and to the name, character, title, and story "King
8 Kong," including the exclusive rights to produce,
9 sell, and distribute, or to license others to produce,
10 sell, and distribute, any remake of the motion picture
11 photoplay entitled "King Kong";
12

13 (g) That at all times material hereto, plaintiff
14 was or should have been on notice of all the alleged
15 facts stated in its complaint in the instant action;
16

17 (h) That at all times after May 30, 1975 plaintiff
18 was or should have been on notice that answering defend-
19 ant was expending both time and money in the making
20 and production of a remake of the motion picture
21 photoplay entitled "King Kong" based upon answering
22 defendant's exclusive license from defendant RKO to do
23 so.
24

25 17. As a result of the foregoing, plaintiff is estopped
26 from seeking any declaration that any of the copyrights claimed
27 by answering defendant or RKO in the said photoplay are not valid
28 or that any remake by plaintiff of said photoplay will not infringe
29 upon the rights of answering defendant or RKO.

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THIRD AFFIRMATIVE DEFENSE

18. Answering defendant refers to and hereby incorporates by reference each and every allegation contained in paragraph 15 hereinabove.

19. As a result of the foregoing, plaintiff has waived any claim for a declaration that any of the copyrights claimed by answering defendant or RKO in the said photoplay are not valid or that any remake by plaintiff of said photoplay will not infringe upon the rights of answering defendant or RKO.

FOURTH AFFIRMATIVE DEFENSE

20. Answering defendant refers to and hereby incorporates by reference each and every allegation contained in paragraph 15 hereinabove.

21. By reason of all the foregoing facts, plaintiff has been guilty of laches and is entitled to no relief whatsoever in this action.

WHEREFORE, defendant Dino De Laurentiis Corporation prays for judgment as follows:

1. That plaintiff take nothing by reason of its complaint herein, and that said complaint be dismissed with prejudice;

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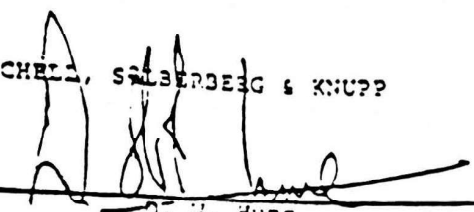
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1 2. That answering defendant be awarded its costs of
2 suit incurred herein, together with its reasonable attorneys' fees
3 as provided by law, and such other and further relief as to the
4 court may seem proper.

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6 MITCHELL, SALBERBERG & KNUFF

7
8 By 

9 D. W. Hunt,
10 Attorneys for Defendant Dinc
11 De Laurentis Corporation
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